

**UNITED STATES BANKRUPTCY COURT FOR
NEW YORK SOUTHERN BANKRUPTCY COURT**

In re: Delphi Automotive Systems
LLC

Debtor.

Chapter 11
Case Nos. 05-44481

Claim No.

**NOTICE OF TRANSFER OF CLAIM
PURSUANT TO FRBP RULE 3001(e)(1)**

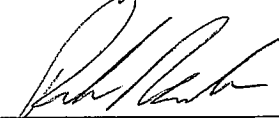
1. TO: HENNESSEY CAPITAL SOLUTIONS ("Transferor")
[TRANSFEROR NAME & ADDRESS]
PO BOX 673305
HENNESSEY CAPITAL FUNDING CORP
DETROIT, MI 482673305

2. Please take notice of the transfer of \$ 131,559.17 of your claim referenced above,
together with all applicable interest, fees and expenses related thereto (the "Transferred
Claim")

Transfer \$ 131,559.17:

Madison Investment Trust - Series 38 ("Transferee")
[TRANSFEE NAME & ADDRESS]
6310 Lamar Avenue, Suite 120
Overland Park, KS 66202

No action is required if you do not object to the transfer of your claim.


Rick Newkirk
Madison Liquidity Investors, LLC.
(800) 896-8913

Madison Liquidity Investors, LLC.

6310 Lamar Ave, Suite 120
Overland Park, KS 66202
Phone: (800) 896-8913 Fax: (913) 982-5039

June 12, 2006

Kathleen Farrell
New York Southern Bankruptcy Court
1 Bowling Green
Floor 6
New York, NY 10004-1415

RE: Delphi Automotive Systems LLC

Buyer: Madison Investment Trust - Series 38

Enclosed please find an Evidence of Transfer of Claim form properly executed, with all supporting documents, by the registered claimant for the purpose of completing the transfer from the claimant to Madison Liquidity Investors, LLC..

Name:

HENNESSEY CAPITAL SOLUTIONS
PO BOX 673305
HENNESSEY CAPITAL FUNDING CORP ASSIGNEE CARIUS TOOL
DETROIT, MI 482673305

Social Sec. No./Tax ID:

Request for Confirmation of Transfer

When transfer is completed, please complete the items below and return in the return envelope provided or by fax at (913) 982-5039.

Claim amount transferred: _____

Effective date of transfer to:
Madison Liquidity Investors, LLC. : _____

Effective date of distribution address change to Madison Liquidity Investors, LLC.
: _____

Verified by (transfer agent): _____

Transfer Agreement Number: 102450494

ANY RIGHT THAT IT MAY HAVE TO TRIAL BY JURY OF ANY ACTION HEREUNDER. Each party hereto consents to service of process by certified mail at its address listed above. Buyer will be entitled to recover from Seller all costs and expenses it incurs, including fees and expenses incurred in the collection process as well as reasonable lawyers' fees and costs at trial and on appeal, in recovering any amounts due Buyer from Seller under this Agreement. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but all of which together constitute one and the same instrument. Each party hereto irrevocably waives the benefit of any rule of contract construction which disfavors the drafter of an agreement.

11. SELLER HEREBY WAIVES ANY NOTICE REQUIREMENT IMPOSED BY BANKRUPTCY RULE 3001(e) AND ANY SUCCESSOR PROVISION, AND CONSENTS TO THE IMMEDIATE SUBSTITUTION BY THE COURT OF BUYER FOR SELLER FOR ALL PURPOSES IN THE CASE, INCLUDING, WITHOUT LIMITATION, FOR VOTING AND DISTRIBUTION PURPOSES WITH RESPECT TO THE CLAIM. SELLER AND BUYER AGREE THAT BUYER MAY FILE THIS AGREEMENT, THE EVIDENCE OF TRANSFER OF CLAIM OR OTHER APPROPRIATE NOTICE WITH THE COURT PURSUANT TO FEDERAL RULE OF BANKRUPTCY PROCEDURE 3001(e) AND ANY SUCCESSOR PROVISION. IN WITNESS WHEREOF, Seller has executed this Agreement by its duly authorized representative as of the Effective Date.

SELLER:
Carius Tool Co. Inc.

06-12-06A09:41 RCVD

By
(Signature):

Edward Oberle

Name:

EDWARD OBERLE

Title:

PRESIDENT - CARIUS TOOL CO. INC.

Telephone:

216-651-3733

Tax ID#:

34-1461386

Email:

WCARIUS@AOL.COM

AAT#:

102450494

Contact ID:

3052493

BUYER:

Agreed and Accepted:

Buyer:

By

(Signature):

[Signature]
LICK HENDRIX